

# **Exhibit A**

Doc # 201601885  
Page 1 of 12  
Date: 5/4/2016 02:48P  
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Mark A. Habib  
**PETERS, HABIB, McKENNA**  
**& JUHL-RHODES, LLP**  
Attorneys At Law  
P. O. Box 3509  
Chico, CA 95927-3509

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**JUDGMENT AFTER TRIAL IN FAVOR OF**  
**PACIFIC GAS AND ELECTRIC COMPANY FOR PRESCRIPTIVE**  
**EASEMENT, PERMANENT INJUNCTION AND DAMAGES**

Trinity County Assessor's Parcel Nos. 025-410-33 and 025-410-34

FILED

OCT 02 2015 LX

CLERK OF THE SUPERIOR COURT  
TRINITY COUNTY, CALIF.  
BY: LAURE HARVEY, DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF TRINITY

PACIFIC GAS AND ELECTRIC  
COMPANY,

CASE NO. 10 CV 065

Plaintiff/Cross-Defendant,

JUDGMENT AFTER TRIAL IN FAVOR  
OF PACIFIC GAS AND ELECTRIC  
COMPANY FOR PRESCRIPTIVE  
EASEMENT, PERMANENT INJUNCTION  
AND DAMAGES

vs.  
PATRICIA McCOLM,

Effects Trinity County Assessor's Parcel  
Nos. 025-410-33 and 025-410-34

Defendant/Cross-Complainant

Trial Date: May 26, 2015  
Judge: Honorable Dennis Murray

This cause came on regularly for trial on May 26, 27, 28, June 1, 5, 9, 12, July 6 and 10, 2015 in the above-entitled Court, the Honorable Dennis Murray, Judge, presiding, sitting without a jury. Plaintiff and cross-defendant Pacific Gas and Electric Company ("PG&E") appeared by and through attorney Mark A. Habib of Peters, Habib, McKenna & Juhl-Rhodes, LLP. Defendant and cross-complainant Patricia A. McColm appeared in pro pria persona.

Upon conclusion of the presentation of oral and documentary evidence, the Court ordered the parties to submit opening briefs by August 3, 2015, and closing rebuttal briefs no later than August 17, 2015. Briefs were filed by PG&E and McColm, respectively, on or before these dates.

The Court took the matter under submission on August 17, 2015 and reviewed the oral

JUDGMENT AFTER TRIAL IN FAVOR OF PG&E FOR PRESCRIPTIVE EASEMENT, PERMANENT INJUNCTION  
AND DAMAGES

Case: 19-30088 Doc# 11228-1 Filed: 09/09/21 Entered: 09/09/21 18:15:09 Page 3  
of 13

1 and documentary evidence presented and admitted, the arguments and memoranda of counsel and  
2 the parties, the law, and the Court's assessments of the credibility of each of the witnesses who  
3 testified during the trial. On August 28, 2015, the Court issued and filed its Ruling.

4 **GOOD CAUSE APPEARING, THE COURT FINDS, ORDERS, ADJUDGES, AND**  
5 **DECREES IN FAVOR OF PG&E ON ITS FIRST AMENDED COMPLAINT AS SET**  
6 **FORTH BELOW:**

7 1. PG&E is the legal successor in interest to that certain grant of right of way in favor  
8 of Northern California Power Company dated November 11, 1916, recorded with the Trinity  
9 County Recorder on December 26, 1916 at Vol. 29 of Deeds page 98.

10 2. PG&E owns through prescription an easement to erect, access and maintain  
11 electric light and power pole transmission, distribution lines and facilities through, over, and  
12 across the lands described in PG&E's Exhibit C filed on April 23, 2012, as Exhibit 1 to Notice of  
13 Errata on file with the Court, effective January 1, 1957, as described in Exhibit C [also see PG&E  
14 Trial Exhibit 11], including all electric transmissions and distribution rights, a true and correct  
15 copy of which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

16 3. That PG&E's operational and access rights in the Exhibit C easement described in  
17 Paragraph 2 above included the following rights:

18 a) The right of PG&E and its successors and assigns to install, replace and  
19 maintain a pole line consisting of poles in the location and configuration of the poles and facilities  
20 shown on Exhibit C referenced above, of such size, form and material, and at such distances apart,  
21 as it, or they, may determine, and may maintain on said poles by means of cross-arms or  
22 otherwise, along the wires or otherwise, along with wires or other conductors of electricity all  
23 necessary insulator, connections, and fastenings for the transmission of electric current for any and  
24 all purposes in which such current is now or may hereafter be applied so long as such use is not  
25 inconsistent with Plaintiff's use of the easement indicated by Exhibit C at the time of this trial.

26 b) The right of PG&E and its successors and assigns to at any time enter

1 upon said "Exhibit C lands" for the purpose of erecting, maintaining, inspecting, and repairing  
2 said pole line, or its appurtenances; and PG&E may remove trees and clear away any brush within  
3 the area described by Exhibit C which may interfere with the operation and use thereof by PG&E  
4 for said purposes.

5       4. A Permanent injunction is granted enjoining and requiring that Defendant, Patricia  
6 A. McColm, and all persons acting under, in concert with, and for her, allow PG&E access to its  
7 easement described in Exhibit C for all lawful purposes described in said easement including but  
8 not limited to the right to maintain and replace said facilities and manage vegetation on the  
9 property that is under or adjacent to PG&E's electrical transmission lines within the easement  
10 described in Exhibit C.

11      5. Defendant, Patricia A. McColm, and all persons acting under, in concert with, or  
12 for her, shall maintain a reasonable distance from PG&E employees and its representatives at all  
13 times while PG&E, and or its employees and or its representatives are on Defendant's property to  
14 maintain or replace electrical facilities and or manage vegetation in accordance with PG&E's  
15 easement rights. A reasonable distance is that distance necessary for PG&E to conduct  
16 permissible activities on the property. In no case shall that distance be less than 5 feet.

17      6. PG&E is authorized to remove locks on exterior gates at McColm's property  
18 described in Exhibit C and relocate any vehicles blocking the entry to said property, if any vehicle  
19 is in place, but only to the limited extent necessary to maintain and repair PG&E's electrical  
20 facilities located within the "Exhibit C easement" and manage vegetation in accordance with the  
21 lawful exercise of PG&E's easement rights. Except that prior to removal of any vehicles Plaintiff  
22 must give at least 24 hours written notice that PG&E or its agents will be on the property during a  
23 five day window of time.

24      7. That Doe 2 was named in this proceeding by way of Amendment to First Amended  
25 Complaint filed with the Court on February 11, 2013, with proof of service on Doe 2 filed in the  
26 Court records on September 19, 2013, and with a default judgment taken and entered and filed by

1 the Court on October 18, 2013, against Doe Number 2 identified as MARGARET HARDMAN-  
2 MUYE, TRUSTEE, EVDM TRUST, as Beneficiary under that certain Deed of Trust and  
3 Assignment of Rents recorded on August 5, 2009, as Document No. 200902608, and as  
4 Document No. 200902609, in the Official Records of Trinity County, and that the order and  
5 subsequent judgment issued by the Court in this case nunc pro tunc to January 1, 1957, is senior in  
6 time to the rights of Defendant MARGARET HARDMAN-MUYE, TRUSTEE, EVDM TRUST  
7 in said Deeds of Trust.

8. The bond previously issued by the Court in connection with the issuance of the  
9 Preliminary Injunction requested by PG&E is terminated and no longer required.

10. PG&E is awarded general and compensatory damages of \$10,000.00, less \$500.00  
11 as an offset awarded to McCOLM under her fourth cause of action for damages relating to ruts on  
12 her property caused during vegetation management by a PG&E contractor, for total general and  
13 compensatory damages awarded to PG&E in the amount of \$9,500.00.

14. Judgment is entered in favor of cross defendant PG&E on McCOLM'S First,  
15 Second and Third causes of action. McCOLM is the owner in fee simple of the property.

16. PG&E is awarded its costs of suit in the amount of ~~per standard to cost bill~~  
17 ~~\$1317.26~~

18 Dated: 10/2/15

19  
20 HON. DENNIS MURRAY  
21 Judge of the Superior Court (Assigned)  
22  
23  
24  
25  
26

JUDGMENT AFTER TRIAL IN FAVOR OF PG&E FOR PRESCRIPTIVE EASEMENT, PERMANENT INJUNCTION  
AND DAMAGES

4

DOC # 201601885  
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**PETERS, RUSH, HABIB  
& McKENNA**

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TELEPHONE: (530) 342-3593  
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5 | MARK A. HABIB (State Bar No. 150087)

## **PACIFIC GAS AND ELECTRIC COMPANY**

7 POST OFFICE BOX 7442  
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TELEPHONE: (415) 973-0360  
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10 Attorneys for Plaintiff  
PACIFIC GAS AND ELECTRIC COMPANY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TRINITY

14 PACIFIC GAS AND ELECTRIC  
COMPANY,

CASE NO. 10 CV 065

NOTICE OF ERRATA REGARDING  
EXHIBIT "C" TO THE VERIFIED FIRST  
AMENDED COMPLAINT FOR  
INJUNCTIVE RELIEF (PRELIMINARY  
AND PERMANENT INJUNCTIONS);  
DECLARATORY RELIEF - PRESCRIPTIVE  
EASEMENT; DECLARATORY RELIEF -  
REFORMATION OF RIGHT OF WAY  
DOCUMENT - MUTUAL MISTAKE;  
QUIET TITLE; DAMAGES

Judge: Honorable Dennis Murray

23 TO THE COURT, ALL PARTIES, AND TO THEIR ATTORNEYS OF RECORD:

24 PLEASE TAKE NOTICE that Exhibit "C" to the Verified First Amended Complaint for  
25 Injunctive Relief (Preliminary and Permanent Injunctions); Declaratory Relief - Prescriptive Easement;  
26 Declaratory Relief - Reformation of Right of Way Document - Mutual Mistake; Quiet Title; Damages

1 (hereinafter "First Amended Complaint") of Pacific Gas and Electric Company (hereinafter "PG&E")  
2 is hereby corrected to correct a typographical error and calculations in the legal description of the  
3 Exhibit "C" easement described throughout the First Amended Complaint.

4 Attached hereto as **Exhibit 1** is a true and correct copy of the amended and corrected Exhibit  
5 "C" to the First Amended Complaint of PG&E on file in this proceeding.

6 Dated: 4/20/12

PETERS, RUSH, HABIB  
& MCKENNA

MARK A. HABIB  
Attorneys for Plaintiff  
PACIFIC GAS AND ELECTRIC COMPANY

201601885

**EXHIBIT 1**

**LD 2433-08-0128**

2010326 (06-10-082) 10 10 1

Electric Facilities Easement on McColm Property

APN – 025-410-33 & 34

**EXHIBIT "C"**

Situate in the County of Trinity, State of California.

PG&E's existing Electric Facilities Easement (Easement) consisting of three poles, wires, insulators, cross arms, transformers, guy wires, and anchors, and used for the transmission and distribution of electricity, located on the real property of Patricia A. McColm, known as Parcel "C" and Parcel "D" as shown upon the Parcel Map filed for record September 7, 2004 in Book 21 of Maps and Surveys at Page 105, Trinity County Records. Said Easement areas are described as follows and depicted on Exhibit "C-1" attached hereto:

1. Beginning at a point, herein for convenience called Point "A", within the boundary of said Parcel "D" from which the found rebar and cap marking the northeasterly corner of said Parcel "D" as shown upon the Parcel Map filed for record September 7, 2004 in Book 21 of Maps and Surveys at page 105, Trinity County Records, bears south  $87^{\circ}19'09''$  east a distance of 313.80 feet; thence

(1) south  $68^{\circ}48'07''$  west 162.06 feet, more or less, to a point in the westerly boundary line of the said Parcel "C"; thence along said westerly boundary line

(2) north  $02^{\circ}52'37''$  east 39.74 feet; thence leaving said westerly boundary line

(3) north  $67^{\circ}58'59''$  east 134.35 feet; thence

(4) north  $27^{\circ}14'24''$  east 76.99 feet, more or less, to a point in the northerly boundary line of said Parcel "D"; thence along said northerly boundary line

(5) south  $69^{\circ}16'11''$  east 33.48 feet; thence leaving said northerly boundary line

(6) south  $25^{\circ}30'33''$  west 97.57 feet, to the point of beginning.

Area = 0.20 Acres, more or less.

2. A strip of land of the uniform width of 10 feet extending southwesterly from the southerly boundary line of said strip of land designated 1 and lying 5 feet on each side of the line along the existing guy and anchor described as follows:

Commencing at said Point "A" and running

(a) south  $68^{\circ} 48' 07''$  west 11.69 feet

to a point in said southerly boundary line of said strip of land designated 1, being the TRUE POINT OF BEGINNING of said line; thence continuing

(1) south  $23^{\circ} 38' 43''$  west 13.25 feet to a point within the boundary lines of said Parcel "C".

Area = 0.003 Acres, more or less.

3. A strip of land of the uniform width of 10 feet extending northeasterly from the easterly boundary line of said strip of land designated 1 and lying 5 feet on each side of the line along the existing guy and anchor described as follows:

Commencing at said Point "A" and running

(a) north  $25^{\circ} 30' 33''$  east 11.95 feet

to a point in said easterly boundary line of said strip of land designated 1, being the TRUE POINT OF BEGINNING of said line; thence continuing

(1) north  $69^{\circ} 27' 31''$  east 12.90 feet to a point within the boundary lines of said Parcel "D".

Area = 0.003 Acres, more or less.

The foregoing description is based on a survey made by PG&E in October 2010. Bearings are based on a calculated course between said found rebar and cap tagged PLS 4378, as marking the northeasterly corner of said Parcel "D", as shown upon said Parcel Map and the found rebar and cap tagged PLS 4378 as marking the southerly terminus of a course along the southerly property line of Parcel "E" as shown upon said Parcel Map, which course has a bearing of N  $14^{\circ} 29' 00''$  E and a length of 16.50 feet. Said calculated course has a bearing of N  $22^{\circ} 02' 46''$  E (N  $19^{\circ} 59' 09''$  E for this description) and a length of 550.24 feet.



FILE #  
201601885

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T. 33N., R. 8W., M.D.B.&M.  
SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , SEC. 17

Distribution Line

Distribution Pole

APN:025-410-34  
PARCEL "D"

AT PAGE 105

Point "A"

TIE: 313.80'  
S 87°19'09" E

**Owner:**  
**Patricia A. McColm**  
APN:025-410-33  
Document No. 201002478  
PARCEL "C"

Detail "A"  
N.T.S.

R. ER

SURVEYS

BOOK 21 OF MAPS

APN:025-410-32  
PARCEL "B"

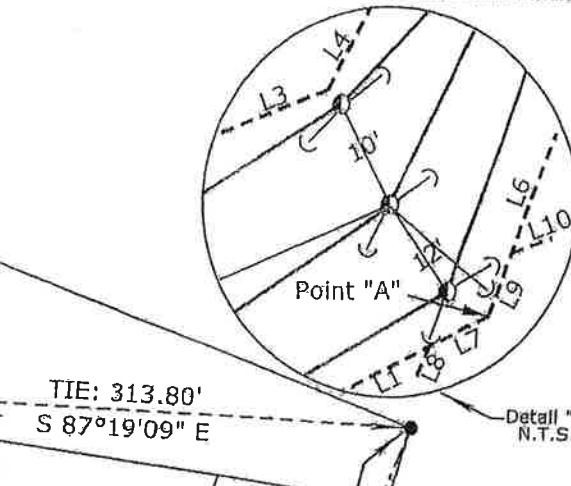
PARCEL MAP

PARCEL

APN:025-410-36

Lewiston Community Service District (CSD)  
Document No. 200402444

APN:025-420-06



LINE TABLE		
NAME	BEARING	DIST.
L1	S 68°48'07" W	162.06'
L2	N 02°52'37" E	39.74'
L3	N 67°58'59" E	134.35'
L4	N 27°14'24" E	76.99'
L5	S 69°16'11" E	33.48'
L6	S 25°30'33" W	97.57'
L7	S 68°48'07" W	11.69'
L8	S 23°38'43" W	13.25'
L9	N 25°30'33" E	11.95'
L10	N 69°27'31" E	12.90'

Legend:

- Existing Pole
- Found Rebar tagged PLS 4378 per Parcel Map filed for record September 7, 2004 in Book 21 of Maps & Surveys at Page 105
- Existing Electric Transmission Line
- - - PG&E Electric Transmission Easement
- ↑ Guy Wire/Anchor

Note:

Bearings are based on a calculated course between said found rebar and cap tagged PLS 4378, as marking the northeast corner of said Parcel "D", as shown upon said Parcel Map and the found rebar & cap tagged PLS 4378 as marking the southerly terminus of a course along the southerly property line of Parcel "E" as shown upon said Parcel Map.

AUTHORIZATION  
41411743

BY DED2  
DR PXNE/CLGI  
CH PXGE/CLGI  
O.K.

DATE 2/29/2012

**EXHIBIT C-1**  
**EASEMENT - MCCOLM PROPERTY**  
**Deadwood Rd., Lewiston**

PACIFIC GAS AND ELECTRIC COMPANY



JCN	06-10-082
AREA	SACRAMENTO
COUNTY	TRINITY
SCALE	1" = 100'
SHEET NO.	1 OF 1
DRAWING NUMBER	CHAN
ST	Page

1  
PROOF OF SERVICE

2 I am a citizen of the United States and am a resident of the County of Butte. I am over  
3 the age of 18 years and not a party to the within action; my business address is 414 Salem  
3 Street, Chico, California 95928.

4 On this date, I served the foregoing document(s) described as:

5 NOTICE OF ERRATA REGARDING EXHIBIT "C" TO THE VERIFIED  
6 FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF (PRELIMINARY AND  
PERMANENT INJUNCTIONS); DECLARATORY RELIEF - PRESCRIPTIVE EASEMENT;  
DECLARATORY RELIEF - REFORMATION OF RIGHT OF WAY DOCUMENT -  
7 MUTUAL MISTAKE; QUIET TITLE; DAMAGES

8 on the parties below, by placing the same in a sealed envelope and served same on  
the parties/counsel, addressed as follows:

9  
10 Patricia A. McColm  
P.O. Box 113  
11 Lewiston, CA 96052

12 Plaintiff In Pro Per

Elizabeth W. Johnson  
Wilkins and Johnson  
P.O. Box 307  
Weaverville, CA 96093

13  
14 Attorney for Trinity Public Utilities District

The following is the procedure in which service of this document was effected:

15  U.S. Postal Service (placing such envelope(s) with postage thereon fully  
16 prepaid in the designated area for outgoing mail in accordance with this  
office's practice, whereby the mail is deposited in the U.S. mailbox in the City  
of Chico, California, after the close of the day's business).

17  USPS Express Mail Delivery Service

18  Personal Service

19  Facsimile

20  Email (by electronically mailing to the person(s) named herein at the email  
address indicated. No return transmission was received this date indicating  
that the email transmission did not transmit properly to the recipient).

21  
22 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and that this document is executed at Chico, California, on  
April 20, 2012.

23  
24 THE FOREGOING IS A CORRECT COPY OF THE  
ORIGINAL INSTRUMENT ON FILE IN THIS OFFICE  
ATTESTED:  
25  
26 SUPERIOR COURT OF CALIFORNIA  
COUNTY OF TRINITY

  
TONI CAMPBELL